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**COUNTY OF LOS ANGELES  
COMMISSION ON HUMAN RELATIONS**

*Enriching lives through effective and caring service*

March 25, 2005

Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF CONTRACT WITH ABC UNIFIED SCHOOL DISTRICT  
FOR COMMISSION ON HUMAN RELATIONS TO PROVIDE HUMAN  
RELATIONS INFORMATIONAL AND EDUCATIONAL SERVICES**

**(4th SUPERVISORIAL DISTRICT AFFECTED; 3 VOTES REQUIRED)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Executive Director of the Commission on Human Relations to sign the attached Agreement with the ABC Unified School District ("ABC"), providing funding in the maximum amount of \$36,000, to provide human relations informational and educational services, for school district students, families and staff, effective upon Board of Supervisors' approval through September 30, 2005; and approve the attached appropriations adjustment, increasing the Commission on Human Relations FY 2004-2005 Services and Supplies budget by \$36,000, which will be offset by revenue through the Agreement.

**PURPOSE OF RECOMMENDED ACTION/JUSTIFICATION**

The purpose of the recommended action is to facilitate the Human Relations Commission entering into a cooperative agreement with the ABC Unified School District to provide human relations informational and educational services for students, families and staff of the ABC Unified School District as a component of the ABC-Safe Schools/Healthy Students Initiative. The Initiative, which has been funded by the U.S. Department of Education for a three (3) year period, is the formulation of an inter-agency partnership consisting of ABC Unified School District, the Human Relations Commission, Probation, the Sheriff's Department, Mental Health, Children and Family Services, the Countywide Criminal Justice Coordinating Committee, the City of Hawaiian Gardens, Hawaiian

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Gardens and Artesia Violence Prevention Task Forces, the National Conference for Community and Justice – Long Beach (NCCJ-LB), the Los Cerritos YWCA, Helpline Youth Counseling Community Family Guidance Center, and the UCLA School of Social Welfare.

ABC has project management and fiscal receiver responsibilities for the Initiative and is contracting with both partner agencies and community organizations to implement various services delivery components.

The services to be provided by the Human Relations Commission are a core component of the Safe Schools/Healthy Students (ABC-SS/HS) Initiative. They are designed to provide the ABC Unified School District students, staff and families with broad-based, structured intergroup relations experiences and training which will enable them to obtain the skill sets needed to effectively serve as informed resources for their schools and communities on human relations issues. The services will include the following:

- Interactive human relations educational experiences for 9<sup>th</sup> and 10<sup>th</sup> graders, at targeted high schools.
- Training sessions for high school students designed to develop skills in facilitating human relations dialogue with students at targeted middle-schools.
- Leadership development camps for diverse groups of students, which are designed to teach conflict resolution techniques and team-building skills.
- Training sessions for school district teachers and staff focused upon developing proficiency in conducting leadership activities.
- Cultural awareness events and activities, designed to promote a broader base of understanding, acceptance and appreciation of the cultural group differences within the district's and the communities' population.

The recommended action will, additionally, provide the Commission on Human Relations with the spending authority required to move forward with its development and implementation of the proposed services in support of the ABC Safe Schools/Healthy Students Initiative.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended Board action promotes the Board-approved County Vision Statement (particularly with respect to diversity as a value), and the following County Strategic Plan goals:

- Service Excellence, providing the public with easy access to quality information and services that are both beneficial and responsive (the informational and educational services ).

## **Honorable Board of Supervisors**

**March 25, 2005**

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- Organizational Effectiveness, ensuring that service delivery systems are efficient, effective, and goal-oriented (capacity building component of the Initiative), and Strategic Objective 3.3.5, to pursue a programmatic goal of ensuring the public safety and security of residents (inter-group conflict prevention objectives of the Initiative).
- Fiscal Responsibility, Strategy 2 of increasing public/private partnerships (strengthening the organizational capacity of the Commission to provide programmatic support for inter-agency efforts that address schools/communities needs for intervention services).

It also furthers the Commission's strategic goal of expanding and strengthening the countywide human relations infrastructure for promoting positive intergroup relations and its capacity to prevent and/or mitigate the effects of hate crime and hate incidents.

### **FISCAL IMPACT/FINANCING**

This action is fully offset by grant funded revenues from the Commission's participation in the ABC-SS/HS Initiative as a services provider. There is a positive impact on the County general fund, in that the department will be fully reimbursed to a maximum total of \$36,000 for all expenditures involved in its delivery of services under this Agreement. No additional employees will be hired with this funding, so there will be no obligations on County funds at any point during the period of the Agreement, or subsequently. However, contract consultants may be hired for specific aspects of the contract requirements.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Staff of the Human Relations Commission and the Interagency Gang Task Force (IGTF), of the Criminal Justice Coordinating Committee, worked in a collaborative, leadership role for a number of months in the development of the application for Safe Schools/Healthy Students funds, with each sharing costs for a grant writer who identified the funding opportunity and was the principal author of the grant application. Data provided by the Commission on hate crimes in neighborhoods served by ABC informed development of the grant application and its program concepts.

A number of research-based prevention activities and early intervention best practices have been selected to respond to the high level of cultural and linguistic diversity among ABC Unified School District students and their families.

This Agreement, will enable the Human Relations Commission to move forward with implementation of services delivery activities for Year One of the ABC-SS/HS Initiative, which concludes on September 30, 2005. It is anticipated that the ABC Unified School District Board will also submit an Agreement to the Commission, for approval by your Board, for ABC-SS/HS Initiative services delivery during the 2005-2006 school year.

**Honorable Board of Supervisors**  
**March 25, 2005**  
**Page 4 of 4**

**DELEGATION OF AUTHORITY**

Your Board is requested to approve and instruct the Executive Director of the Human Relations Commission to sign the Agreement with the ABC Unified School District to assist in the implementation of the Safe Schools/Healthy Students goals and objectives.

**IMPACT ON CURRENT PROJECTS**

This action will have the effect of enabling the Commission to assist school districts and other public agencies in expanding their overall capacity to inform, train and educate the public in areas that promote effective, positive intergroup relations

Respectfully submitted,

Robin S. Toma  
Executive Director  
Commission on Human Relations

RST:ES

Attachments (2)  
-ABC Unified School District Agreement  
-Appropriations Adjustment

c: Chief Administrative Officer  
Executive Officer, Board of Supervisors  
County Counsel  
Auditor-Controller

**Los Angeles County  
Commission on Human Relations**

**&**

**ABC Unified School District**

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**COUNTY OF LOS ANGELES  
AND  
ABC UNIFIED SCHOOL DISTRICT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of **March, 2005**, by and between the ABC Unified School District, located at 16700 Norwalk Boulevard, Cerritos, California 90703, hereinafter referred to as "SCHOOL BOARD", and the County of Los Angeles, hereinafter referred to as "COUNTY", both of whom are collectively referred to as the "PARTIES".

**WHEREAS**, SCHOOL BOARD operates schools which may at times require prevention services to assist in reducing incidents of teen/parent conflict and other serious behavioral problems; and

**WHEREAS**, the Executive Director of the Human Relations Commission has been delegated authority by the Los Angeles County Board of Supervisors to execute an agreement to provide these services; and

**WHEREAS**, COUNTY desires to participate in a joint effort with the SCHOOL BOARD;

**NOW, THEREFORE**, in consideration of the mutual benefits and subject to the conditions contained herein, the PARTIES mutually agree as follows:

1. **PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to maintain within the ABC Unified School District, the informational and educational services mutually agreed upon by both parties. Informational and educational services shall be provided by COUNTY through this Agreement and shall be consistent with the laws of the State of California and the guidelines by which SCHOOL BOARD administers its schools.

2. **TERM**

This Agreement shall commence upon Board of Supervisors approval, and shall continue in full force and effect through September 30, 2005, unless sooner terminated.

3. **STATEMENT OF WORK**

- A. COUNTY shall provide, on behalf of SCHOOL BOARD, activities for students, families, and school staff designed to address inter-racial tensions, and prevent hate violence.
- B. SCHOOL BOARD shall provide the office space and telephone services within its boundaries necessary to perform the activities stated above.

C. The Commission on Human Relations will perform a minimum of the following activities & services but not limited to:

1. Provide interactive educational experiences for 9<sup>th</sup> and 10<sup>th</sup> graders at targeted high schools.
2. Train high school students to facilitate human relations dialogue with students at the targeted middle school.
3. Teach high school students to plan and carry out school and community human relations projects with middle school students.
4. Train teachers and staff in human relations leadership activities.
5. Provide targeted middle and high schools with cultural awareness activities.

4. **EMPLOYMENT STATUS**

The assigned Commission on Human Relations staff are employees of COUNTY and are entitled to wages and employee benefits appropriate to what is provided other County employees who are Human Relations staff. As employees of County, the Human Relations Staff is not an agent of the School Board. It is additionally understood that no term or condition of the Agreement can conflict with State statute defining the status of the Human Relations Staff.

5. **PAYMENT**

SCHOOL BOARD shall reimburse COUNTY for human relations programs and services. The billable amount of \$36,000 shall be inclusive of overtime hours, any adjustments to salary, employee benefits and/or overhead rates.

SCHOOL BOARD agrees that the above named staff services provided include all customary employee functions such as attending mandatory training, scheduled and unscheduled time-off (e.g. sick, vacation, etc.). SCHOOL BOARD agrees that it is responsible for the entire billable amount up to \$36,000.

Within thirty (30) days following the receipt of an invoice from the Probation Department's Business Management office, SCHOOL BOARD shall reimburse County for the billed amount. These invoices shall be provided to SCHOOL BOARD within twenty (20) days following March 31, 2005; June 30, 2005; September 30, 2005; and December 31, 2005.

6. **INDEPENDENT CONTRACTOR**

This Agreement is by and between COUNTY and SCHOOL BOARD and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between COUNTY and SCHOOL BOARD.



7. **INDEMNIFICATION**

COUNTY and School Board shall mutually indemnify, defend, and hold harmless each other, and its respective elected and appointed officers, employee and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with either party's acts and/or omissions arising from and/or relating to this Agreement.

8. **TERMINATION AND TERMINATION COSTS**

In the event that SCHOOL BOARD or COUNTY withdraws its participation in the project described in this Agreement, such withdrawal shall be preceded by thirty (30) days' written notice to the other party. Notwithstanding, SCHOOL BOARD or COUNTY may terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in SCHOOL BOARD or COUNTY funding for the Agreement activity. In such event, COUNTY shall be compensated for all services rendered and all necessary incurred costs performed in accordance with the terms of this Agreement which have not been previously reimbursed, to the date of said termination. Payment shall be made only upon the filing with SCHOOL BOARD, by COUNTY, vouchers evidencing the time expended and said costs incurred. Said vouchers must be filed with SCHOOL BOARD within thirty (30) days of said termination.

9. **TERMINATION FOR IMPROPER CONSIDERATION**

COUNTY may, by written notice to SCHOOL BOARD, immediately terminate the right of the SCHOOL BOARD to proceed under this agreement if it is found that consideration, in any form, was offered or given by the COUNTY, either directly or through an intermediary, with the intent of securing the agreement or securing favorable treatment with respect to the amendment or extension of the agreement or making of any determinations with respect to the COUNTY'S performance pursuant to the agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the SCHOOL BOARD as it could pursue in the event of default by the SCHOOL BOARD.

SCHOOL BOARD shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among the other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

10. **SUBCONTRACTING**

- A. For purposes of this Agreement, COUNTY may subcontract any part of this Agreement upon written notification to SCHOOL BOARD.  
COUNTY's written notification of intent to subcontract shall include:
- (1) Identification of the proposed subcontractor.

- (2) A description of the services to be provided under the subcontract.
- (3) A copy of the proposed subcontract.

B. Subcontracts shall be made in the name of COUNTY and shall not bind nor purport to bind SCHOOL BOARD. The making of subcontracts hereunder shall not relieve COUNTY of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Approval of the provisions of any subcontract by County shall not be construed to constitute a determination of the allowability of any cost under this Agreement.

11. **COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles Code.

12. **CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

The PARTIES by their duly authorized signatures, have caused this Agreement to become effective on the day, month and year first written above.

COUNTY OF LOS ANGELES

BY \_\_\_\_\_  
Robin Toma  
Executive Director

\_\_\_\_\_  
Date

ABC UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION

By \_\_\_\_\_

Toan Nguyen  
Typed or Printed Name

Chief Financial Officer  
Title

APPROVED AS TO FORM:  
RAYMOND G. FORTNER, JR.  
Chief Deputy County Counsel

By \_\_\_\_\_  
Christina Salseda  
Deputy County Counsel